Packcycle Ltd

Terms and Conditions of Sale — Business Customers

Supplier	Packcycle Ltd, registered in England and Wales, company number 17054394
Registered office	7 Wainman Road, Peterborough, England, PE2 7BU
VAT number	GB 514 2160 36
Contact	sales@packcycle.co.uk	07828 811224
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Important — please read these clauses before placing an Order

Your attention is drawn to clause 7 (Packcycle may supply, and charge for, up to 10% more or fewer units than ordered), clause 8 (a bespoke or custom printed Order cannot be cancelled once manufacture has begun, and cannot be returned simply because it is no longer required), clause 9 (when a deposit is required), clause 15 (short time limits for reporting shortages, damage and defects), clause 16.5 (how the Goods must be stored), clause 18 (limits on Packcycle's liability, including a cap on the amount payable) and clause 23 (Packcycle may assign invoices to a finance provider).

1. Definitions and interpretation

1.1 In these Terms:

"Approved Payment Terms" means the payment period or due date applying under clause 10.1, being 30 days from the date of the invoice unless Packcycle has confirmed a different period in writing;

"Business Day" means a day other than Saturday, Sunday or a public holiday in England;

"Contract" means a contract formed under clause 3;

"Credit Account" means a supplier trade credit facility approved under clause 10, under which Packcycle may supply Goods before receiving full payment;

"Customer" means the person or organisation buying the Goods;

"EPR Regulations" means the Producer Responsibility Obligations (Packaging and Packaging Waste) Regulations 2024 and any legislation amending or replacing them;

"Finance Provider" means any invoice finance provider, factor, credit insurer, bad debt protection provider or other funder used by Packcycle in connection with a Receivable, and any replacement of such a provider;

"Food Contact Goods" means Goods that Packcycle expressly identifies as suitable for direct contact with food for the relevant Order;

"Force Majeure Event" has the meaning given in clause 20.1;

"Goods" means the products Packcycle agrees to supply under an Order, as described in the Customer's Order, Packcycle's quotation or Order Acknowledgement, an approved proof or another written communication accepted by Packcycle. Goods include standard, custom manufactured and custom printed packaging;

"Order" means the Customer's request to buy Goods;

"Order Acknowledgement" means Packcycle's written acceptance of an Order;

"Packcycle" means Packcycle Ltd;

"Price" means the price payable under clause 9;

“Receivable” means any amount payable by the Customer under a Contract, including the Price, VAT, interest, statutory compensation and recovery costs, together with any related rights and security; and

“Specification” means the description and requirements accepted by Packcycle for the relevant Goods, which may be recorded in a quotation, Order Acknowledgement, approved proof, email or other written communication. An ordinary trade description is sufficient. A separate specification document is not required.

1.2 References to legislation include amendments and replacements. Words such as including and for example are illustrative and do not limit the words before them. Writing includes email and any other electronic communication that Packcycle accepts for the relevant Order.

1.3 If an order specific provision expressly agreed in writing by Packcycle and the Customer conflicts with these Terms, that provision prevails for that Order only. No terms or conditions contained in or referred to in any purchase order or other document issued by the Customer apply unless expressly accepted in writing by Packcycle.

1.4 The version of these Terms supplied or made available to the Customer before the Contract is formed applies to that Contract. Packcycle may amend these Terms for future Orders, but an amendment does not retrospectively change an existing Contract.

2. Business customer status

2.1 The Customer confirms that it is entering each Contract wholly or mainly for the purposes of its trade, business, craft or profession and not as a consumer. Packcycle contracts on these Terms with businesses only, and may decline an Order or require evidence of business status where it is not satisfied that this is the case.

2.2 A person ordering for a company, partnership or other organisation confirms that they are authorised to bind it. Nothing in these Terms creates a director’s or any other individual’s personal guarantee.

2.3 Packcycle may request information or require a different payment arrangement where reasonably necessary to comply with law or the requirements of a Finance Provider.

3. Quotations, orders and formation

3.1 Any quotation issued by Packcycle is an invitation to place an Order, does not constitute an offer and may be withdrawn or amended at any time before Packcycle accepts the Order. Any validity period stated in a quotation applies only to that quotation.

3.2 An Order is the Customer’s offer to buy the Goods on these Terms. A Contract is formed when Packcycle gives written acceptance of the Order or, if earlier, when Packcycle begins manufacture, commits to materials or dispatches the Goods, provided the Customer has been supplied with or given access to these Terms before that time.

3.3 Packcycle may reject an Order, impose a minimum order quantity, require a deposit or advance payment, or make acceptance conditional on credit approval, artwork approval, availability or technical feasibility.

3.4 Packcycle may correct an obvious clerical, typographical or calculation error before it accepts an Order. After a Contract has been formed, the Price may be changed only as permitted by these Terms or by written agreement between Packcycle and the Customer.

3.5 Where an Order is placed by telephone, Packcycle will normally confirm it in writing. The Customer must check that confirmation promptly and tell Packcycle of any error before manufacture begins. Packcycle is not responsible for an error in a telephone Order that the Customer did not correct after receiving a written confirmation of it.

4. Goods, samples and suitability

4.1 The Goods will conform in all material respects to the description accepted by Packcycle for the relevant Order. That description may be contained in the Customer’s Order, Packcycle’s quotation or Order

Acknowledgement, an approved proof, an email or another written communication accepted by Packcycle. No separate specification document is required.

4.2 Packcycle may make changes required by law or which do not materially reduce the quality or performance of the Goods. It will notify the Customer where a change is material.

4.3 The Customer is responsible for telling Packcycle, before the Order is accepted, about any particular purpose, dimensions, performance requirement, filling process, storage condition or regulatory requirement that is important to the Order. Packcycle is responsible for suitability for a particular purpose only where that purpose has been disclosed in writing and Packcycle has expressly confirmed that the Goods are suitable for it. Nothing in this clause excludes any obligation that Packcycle cannot lawfully exclude.

4.4 The Customer remains responsible for claims it makes about its own finished product or supply chain.

5. Artwork, proofs and customer materials

5.1 The Customer must provide complete, accurate and technically suitable artwork, copy, barcodes, instructions and approvals by the deadlines Packcycle gives.

5.2 The Customer must carefully check every proof, including wording, spelling, dimensions, colours, positioning, barcodes and legal information. Written approval authorises Packcycle to manufacture to that proof. Packcycle is not responsible for an error visible in an approved proof.

5.3 Minor variations in colour, shade and print appearance may occur between screens, proofs, materials and production runs because of the printing process and the material used. Such a variation is not a defect unless it materially affects the agreed appearance or normal use of the Goods.

5.4 The Customer retains ownership of its logo, trade marks and original customer supplied artwork. It grants Packcycle and its subcontractors a non-exclusive, royalty free licence to use and reproduce them to quote for, manufacture, quality check and supply the Goods.

5.5 The Customer warrants that materials and instructions it supplies do not infringe third party rights or law. It will reimburse Packcycle for losses, claims and reasonable costs arising from a breach of that warranty, except to the extent caused by Packcycle's unauthorised alteration or use.

6. Printing plates, dies, production files and tooling

6.1 Packcycle owns all printing plates, dies, production files and tooling created or obtained for an Order, even where the Customer pays a setup or tooling charge. That charge is for setup and access to production capability, not a sale of the item.

6.2 All setup, origination and tooling charges are non-refundable once the relevant work or procurement has begun.

6.3 Packcycle may retain usable tooling for repeat Orders but does not guarantee indefinite storage or future compatibility. If tooling has not been used for 12 consecutive months, Packcycle may dispose of it after giving the Customer at least 30 days' written notice and an opportunity to place a further Order, and without further liability. Packcycle may charge for replacement, refurbishment or adaptation.

7. Manufacturing and quantity tolerances

7.1 For custom manufactured or custom printed Goods, Packcycle may supply up to 10% more or 10% fewer units than the quantity ordered, applied separately to each Order line, product, size and print design. A quantity within that range is complete performance and is not a shortage or excess.

7.2 Packcycle will invoice the actual quantity supplied at the agreed unit rate, together with any agreed setup, tooling, freight or minimum run charge.

7.3 Minor variations in dimensions, grammage, shade, finish, print registration, cutting or folding that are inherent in the agreed manufacturing process are not a defect, provided they do not materially affect the

agreed appearance, performance or normal use of the Goods. Any specific technical tolerance stated in Packcycle's quotation, Order Acknowledgement or approved proof applies to the relevant Order.

8. Cancellation, changes and returns

8.1 The Customer may not cancel or change an accepted Order without Packcycle's prior written agreement.

8.2 Before Packcycle starts manufacture or commits to materials obtained specifically for the Customer, Packcycle may agree to cancel or change an Order. The Customer must pay the reasonable costs and commitments Packcycle has already incurred as a result of the Order.

8.3 Once Packcycle has started manufacture or committed to materials obtained specifically for the Customer, whichever occurs first, a bespoke or custom printed Order cannot be cancelled without Packcycle's written agreement. The Customer must pay the Price, less any costs Packcycle actually avoids and any net amount Packcycle recovers by reasonably using or selling the Goods or materials elsewhere.

8.4 A requested change may affect the Price, lead time, quantity, Specification and deposit. Packcycle is not obliged to proceed until those consequences are agreed in writing.

8.5 Bespoke or custom printed Goods cannot be returned merely because the Customer no longer requires them. Standard Goods may be returned only with Packcycle's prior written agreement and subject to any reasonable collection, inspection or restocking charge agreed before the return.

9. Price, VAT and deposits

9.1 The Price is stated in the quotation or Order Acknowledgement. Unless stated otherwise it excludes VAT, delivery, pallets, special packing, insurance, customs charges, duties, taxes and bank charges, which are payable in addition where applicable.

9.2 Unless Packcycle agrees otherwise in writing, Packcycle will require a deposit or advance payment for a new Customer, a bespoke or custom printed Order, and an international Order. The amount will be confirmed with the quotation or Order Acknowledgement. If a deposit is required and no amount is stated, it is 50% of the Price plus applicable VAT. Packcycle is not required to accept the Order or begin work until the deposit has been received in cleared funds.

9.3 Packcycle's decision not to require a deposit for one Order does not waive its right to require a deposit or advance payment for any other Order, whether or not the circumstances are similar, and does not entitle the Customer to expect the same treatment for a future Order.

9.4 A deposit is applied against the final invoice. If the Order is cancelled, the deposit may be retained and applied against amounts properly payable under clause 8, and Packcycle will refund any balance remaining after those amounts have been deducted.

9.5 After a Contract has been formed, the Price may be changed only to reflect a change requested by the Customer, a change in VAT or another tax or duty imposed directly on the supply by law, or an adjustment agreed in writing by Packcycle and the Customer.

10. Credit accounts and payment

10.1 Where Packcycle has approved a Credit Account, and unless Packcycle confirms otherwise in writing, each invoice is payable in full in cleared funds within 30 days from the date of the invoice. Packcycle may approve a different payment period for a Customer or Order in writing, subject to any approval required from its Finance Provider. Where no Credit Account has been approved, payment is due in advance or, if Packcycle has already issued an invoice, on demand. Time for payment is of the essence.

10.2 A Credit Account is provided solely to allow the Customer to buy Goods directly from Packcycle and pay the invoiced purchase price after supply in accordance with the Approved Payment Terms. It is not a cash loan, cash advance or general purpose credit facility, and Packcycle does not advance money to the Customer.

10.3 Packcycle normally issues monthly statements. A statement is an account summary only and does not replace, extend or reset an invoice due date. The Customer should pay all invoices then due in one payment and identify the invoices covered.

10.4 Credit Accounts, payment periods and credit limits are decided by Packcycle for each Customer or Order and are available to incorporated businesses only. They may be subject to approval, limits and continuing conditions imposed by a Finance Provider. The payment period granted when a Credit Account is opened will not exceed 30 days. Packcycle may agree a longer period later in writing once the account is established. Approval of a Credit Account or credit limit does not oblige Packcycle to accept an Order or to provide credit up to that limit.

10.5 Packcycle may review, reduce, suspend or withdraw a Credit Account or credit limit for future Orders at any time. If a Finance Provider reduces or withdraws approval before an accepted Order has been delivered, Packcycle may, acting reasonably, suspend delivery and require a deposit, advance payment or other security. This does not change the due date of an invoice for Goods already delivered, except where these Terms expressly provide otherwise following a payment default.

10.6 Payment must be made in the invoiced currency to the bank account specified by Packcycle or, following a notice of assignment, to the account specified in that notice. The Customer must verify any notified change of bank details using a known Packcycle or Finance Provider contact before making payment. Packcycle may set off any amount the Customer owes it against any amount Packcycle owes the Customer.

10.7 The Customer must pay each invoice without deduction, withholding, counterclaim or set-off, except where required by law. A genuine dispute concerning part of an invoice does not excuse payment of the undisputed part. The Customer must notify Packcycle promptly in writing of any dispute and provide reasonable details and supporting evidence.

10.8 At the reasonable request of Packcycle or a Finance Provider, the Customer must confirm that the Goods were ordered and delivered, the amount and due date of a Receivable, and whether any dispute, credit, deduction or defence relating to it exists.

11. Late payment and recovery

11.1 If a qualifying commercial debt is paid late, Packcycle, or a Finance Provider to whom the relevant rights have been assigned, may claim statutory interest, fixed compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.

11.2 To the extent that Act does not apply, overdue sums carry contractual interest at 8% per annum above the Bank of England base rate, calculated daily from the due date until payment, whether before or after judgment.

11.3 If an undisputed invoiced amount is overdue, Packcycle may allocate a payment against any outstanding invoice, suspend further performance, decline further Orders, require advance payment for future supply and require immediate payment of other undisputed invoiced amounts under the relevant Contract that are already due or become due. Any right assigned to a Finance Provider may be exercised by that Finance Provider.

12. Delivery, collection and access

12.1 Delivery dates and production lead times are estimates unless Packcycle expressly agrees in writing that time is of the essence. Lead time starts only when all required deposit, artwork, proof approval, specification, delivery and credit information has been received.

12.2 Packcycle may deliver in instalments and invoice each instalment separately. Delay or a problem affecting an instalment does not entitle the Customer to cancel any other instalment unless it substantially deprives the Customer of the benefit of the whole Contract.

12.3 Unless Packcycle agrees otherwise in writing, delivery is completed and risk passes when the Goods are made available to the Customer at the agreed delivery location, before unloading. The Customer is responsible for providing safe and suitable access and the labour and equipment required for unloading.

Where the Customer collects the Goods, delivery is completed and risk passes when the Goods are made available for collection.

12.4 If the Customer fails to accept delivery or provide delivery instructions, Packcycle may store or redeliver the Goods and charge the resulting reasonable costs. Delivery is treated as completed when delivery was first tendered, and bespoke Goods remain payable. If the Customer has not accepted delivery or given instructions within 30 days after Packcycle gives written notice requiring it to do so, Packcycle may sell or otherwise dispose of the Goods and will account to the Customer for the net proceeds of any sale after deducting all sums then due to Packcycle.

12.5 Packcycle is not liable for delay caused by the Customer, a carrier selected by the Customer or a Force Majeure Event. For other delay, the Customer must give Packcycle a reasonable opportunity to arrange delivery before obtaining substitute goods.

13. International orders

13.1 Any Incoterm stated in the Order Acknowledgement has the meaning given by Incoterms 2020 and determines delivery, risk and cost allocation to the extent it conflicts with these Terms.

13.2 Unless the Order Acknowledgement expressly states otherwise, the Customer is importer of record and is responsible for import clearance, duties, tariffs, customs charges, local taxes, registrations and permits in the destination country.

13.3 The Customer must provide accurate customs and delivery information and comply with applicable sanctions, export control and import laws. Packcycle may suspend or refuse a transaction that it reasonably believes may breach such laws.

13.4 The Customer bears exchange and intermediary bank charges so that Packcycle receives the full invoiced amount in the invoiced currency.

14. Risk and retention of title

14.1 Risk in the Goods passes on completion of delivery under clause 12, or as the applicable Incoterm provides. The Customer must insure the Goods from that time.

14.2 Title does not pass until Packcycle has received in cleared funds all sums due for the Goods and all other sums then due from the Customer.

14.3 Until title passes, the Customer must store the Goods separately where reasonably practicable, keep them identifiable as Packcycle's property, maintain them in satisfactory condition and insured, and not pledge or charge them. The Customer may use or resell them in the ordinary course of business, but that permission ends immediately if clause 19.2 applies or Packcycle revokes it following overdue payment.

14.4 If the right to use or resell ends, Packcycle may require the immediate return of Goods in which it retains title. The Customer irrevocably licenses Packcycle and its representatives to enter any premises the Customer occupies or controls where those Goods are reasonably believed to be, in order to inspect or recover them, provided that Packcycle acts lawfully, gives such notice as is reasonable in the circumstances and causes as little disruption as reasonably practicable.

15. Inspection and notification of problems

15.1 The Customer must inspect the Goods promptly on delivery. Visible damage, shortage, excess or incorrect Goods must be recorded on the carrier's delivery document where practicable and notified to Packcycle in writing within five Business Days after delivery, with the order and delivery references and reasonable supporting evidence.

15.2 A defect that was not reasonably discoverable on delivery must be notified to Packcycle in writing within five Business Days after the Customer discovers it or ought reasonably to have discovered it, and in any event no later than six months after delivery. Packcycle will have no liability for a latent defect notified after that period, except to the extent that liability cannot lawfully be excluded. The Customer must stop

using the affected Goods and must not alter, destroy, dispose of or return them until Packcycle has had a reasonable opportunity to inspect them or provide instructions.

15.3 Failure to comply with this clause may prevent recovery to the extent it materially prejudices Packcycle's ability to investigate, preserve evidence, make a carrier claim or mitigate loss. It does not exclude a claim where strict compliance was not reasonably possible, provided notice is given as soon as reasonably practicable. Nothing in this clause extends the six month period in clause 15.2.

16. Quality warranty, remedies and storage

16.1 Subject to the Specification and the tolerances in clauses 5 and 7, Packcycle warrants that at delivery the Goods will be of satisfactory quality and materially free from defects in material and manufacture.

16.2 The warranty does not cover a problem caused by customer artwork or instructions, normal variation, fair wear, unsuitable storage or handling, misuse, alteration, processing, failure to follow instructions, or use after the Customer knew or ought reasonably to have known of the problem.

16.3 For a valid claim notified in accordance with clause 15, Packcycle may choose to replace the affected Goods, supply any shortfall, perform the affected work again, or refund or credit the Price paid for the affected Goods. Subject to clause 18 and to any rights that cannot lawfully be restricted, these are the Customer's remedies for the relevant defect or shortfall.

16.4 Packcycle is not obliged to accept returned Goods without prior written authorisation. Risk in an authorised return remains with the Customer until Packcycle receives it.

16.5 The Customer must store and handle the Goods in accordance with any written instructions supplied by Packcycle and, in any event, in clean and dry conditions away from direct sunlight, excessive heat, moisture, contamination and strong odours. Any stated shelf life applies only where the Customer follows the applicable storage and handling instructions. Packcycle is not responsible for deterioration caused after delivery by unsuitable storage, handling, processing or use outside any stated shelf life or agreed conditions.

17. Compliance, packaging obligations and product incidents

17.1 Each party is responsible for complying with the laws and regulatory requirements that apply to its own activities and role. Nothing in these Terms transfers a statutory obligation imposed on one party to the other.

17.2 The Customer is responsible for the laws and industry requirements applying to its filling, packing, labelling, storage, marketing, sale, use and disposal of the Goods and of any finished product.

17.3 The Customer is responsible for checking that the Goods are suitable for its particular food, product, filling process, sealing method, production line, storage conditions and expected shelf life, except to the extent that Packcycle has expressly agreed in writing that the Goods are suitable for a disclosed purpose. Approval of a sample or proof does not replace any compatibility, migration or shelf life testing reasonably required for the Customer's finished product.

17.4 Neither party may use the other's name, logo or trade marks in publicity without prior written consent, except as needed to perform the Contract or comply with law.

17.5 Goods are Food Contact Goods only where Packcycle expressly identifies them as such for the relevant Order. For Food Contact Goods, Packcycle will comply with the legal requirements applying to Packcycle in relation to the agreed conditions of use, and will provide any declaration or information that it is legally required to provide, together with other supporting information agreed for the Order and held by Packcycle. The Customer must use the Goods only within the identified conditions of use and remains responsible for its food, filling process, sealing, storage, handling and finished product. Goods not identified as Food Contact Goods must not be used in direct contact with food.

17.6 Each party is responsible for the obligations imposed on it under the EPR Regulations. The Customer must provide accurate information that Packcycle reasonably requires concerning the Customer's producer status, intended use, branding, filling, destination and onward supply of the Goods. Packcycle may charge a

fee, levy or regulatory cost properly attributable to the relevant supply where that amount was stated before the Contract was formed, or where it results from a change in law after formation and Packcycle gives the Customer reasonable supporting information.

17.7 Only an environmental, recycled content, recyclability, compostability, certification or chain of custody claim expressly confirmed by Packcycle in writing for the relevant Goods forms part of the Contract. The Customer must not make or reproduce a claim about the Goods that Packcycle has not confirmed in writing, or that extends beyond the scope of Packcycle's confirmation.

17.8 If either party becomes aware of a suspected safety, compliance or traceability problem affecting the Goods, it must notify the other without undue delay. The Customer must stop using and supplying the affected Goods where reasonably necessary, keep them separate, preserve relevant samples and records, and follow reasonable investigation instructions. Both parties must cooperate with any proportionate corrective action or regulatory investigation.

17.9 The reasonable costs of a withdrawal, recall or other corrective action are allocated according to the extent to which the act, omission or breach of each party caused the problem, subject to clause 18 and to any liability that cannot lawfully be limited.

18. Limitation of liability

18.1 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979; liability under the Consumer Protection Act 1987 to the extent it cannot lawfully be excluded; or any other liability that cannot lawfully be limited or excluded.

18.2 Subject to clause 18.1, Packcycle is not liable for loss of profit, revenue, business, contracts, anticipated savings, goodwill, reputation or opportunity, or for any indirect or consequential loss.

18.3 A direct cost of withdrawal, recall, inspection, reworking, relabelling, repacking, replacement or destruction is recoverable only to the extent that it was reasonably incurred, is supported by evidence, was caused by Packcycle's breach and could not reasonably have been avoided or reduced. Except where immediate action is required by law or to protect health and safety, the Customer must notify Packcycle before incurring such costs and give Packcycle a reasonable opportunity to take part in decisions about the scope, method and cost of the action. Any such amount remains subject to the limit in clause 18.4.

18.4 Subject to clauses 18.1 to 18.3, Packcycle's total liability arising out of or in connection with a Contract, whether in contract, tort including negligence, breach of statutory duty, misrepresentation, restitution or otherwise, shall not exceed 100% of the net Price paid or payable for the Goods under the Order giving rise to the claim. Where the same event or a series of connected events affects more than one Order, Packcycle's total aggregate liability shall not exceed 100% of the total net Price paid or payable for the affected Goods under those Orders.

18.5 Packcycle is not liable for loss that the Customer could reasonably have avoided or reduced by inspecting the Goods, stopping use, notifying Packcycle promptly, following instructions, storing the Goods properly or maintaining appropriate insurance. The limits in this clause do not reduce the Customer's obligation to pay the Price.

18.6 The Price reflects the allocation of risk in this clause. A Customer may request a higher liability limit, or a narrower exclusion, before an Order is accepted. Packcycle may agree to it subject to an adjustment to the Price or other conditions.

18.7 Each exclusion and limitation in this clause operates separately. If one is held to be invalid or unenforceable, the others continue to apply.

19. Suspension and termination

19.1 Packcycle may suspend performance or terminate an affected Contract on written notice if the Customer fails to pay an undisputed sum when due, exceeds its credit limit, fails to provide a required deposit or

information, or materially breaches the Contract and, where the breach can be remedied, does not remedy it within five Business Days after notice.

19.2 To the extent permitted by law, Packcycle may terminate or suspend if the Customer becomes unable to pay its debts, enters insolvency or restructuring proceedings, ceases or threatens to cease a substantial part of its business, or its financial position deteriorates so materially that performance is at risk. This clause is subject to any restriction under section 233B of the Insolvency Act 1986 or other mandatory law. Where the Customer becomes subject to a relevant insolvency procedure, Packcycle will not make continued supply conditional on payment of sums outstanding for supplies made before that time.

19.3 Termination does not affect accrued rights. The Customer must immediately pay outstanding invoices and, for completed or committed bespoke work, Packcycle may invoice under clause 8. Clauses intended to survive, including payment, title, intellectual property, liability, assignment, data protection and governing law, continue.

20. Events outside reasonable control

20.1 Neither party is liable for delay or failure caused by an event beyond its reasonable control, including natural disaster, epidemic, war, terrorism, civil disorder, sanctions, governmental action, fire, flood, energy or material shortage, an industrial dispute involving a third party or otherwise beyond the affected party's reasonable control, cyber incident, utility failure or transport disruption (a Force Majeure Event). Payment obligations for Goods already delivered are not excused.

20.2 The affected party must notify the other and use reasonable efforts to mitigate. Time is extended for the duration of the effect. If a Force Majeure Event prevents substantial performance for more than 60 days, either party may terminate the affected unperformed part on written notice; the Customer must pay for completed work and non-cancellable customer specific commitments, and Packcycle will account for any net recovery.

21. Confidentiality and data protection

21.1 Each party must keep the other's confidential commercial and technical information confidential and use it only for the Contract. Disclosure may be made where required by law, or where reasonably required to professional advisers, subcontractors, insurers or Finance Providers that are subject to appropriate confidentiality obligations, or where the information is already lawfully public.

21.2 Each party will comply with applicable data protection law. Packcycle may process and share business contact, credit, Order, delivery, invoice, payment and dispute information in order to administer accounts, perform Contracts, manage risk, prevent fraud, obtain invoice finance or bad debt protection and recover Receivables. Further information is set out in Packcycle's privacy notice, which is published at packcycle.co.uk and available on request.

22. Notices

22.1 A formal notice under these Terms must be in writing and given: (a) by hand or by prepaid next Business Day post to the recipient's registered office; or (b) by email to the address the recipient has notified for that purpose, which for Packcycle is sales@packcycle.co.uk. A notice terminating a Contract must be given under paragraph (a).

22.2 A notice is treated as received: if delivered by hand, when left at the correct address; if sent by post, at 9.00 am on the second Business Day after posting; and if sent by email, at the time of transmission or, where sent after 5.00 pm on a Business Day or on a day that is not a Business Day, at 9.00 am on the next Business Day.

22.3 This clause does not apply to routine operational communications, which may be given by email in the ordinary way, and does not govern the service of legal proceedings.

22.4 This clause does not restrict the manner in which Packcycle or a Finance Provider may give a notice of assignment or a payment instruction. Such a notice may be included on an invoice or statement, or sent by email or another written method permitted by law and accepted under the relevant finance arrangement.

23. Assignment, finance providers and subcontracting

23.1 Packcycle may subcontract manufacture, storage, transport or another part of its performance, but Packcycle remains responsible for performing its obligations under the Contract.

23.2 Packcycle may assign, charge or otherwise transfer any Receivable, and any related rights or security, to a Finance Provider without requiring the Customer's consent.

23.3 Packcycle may give a Finance Provider the information and documents reasonably required to assess, fund, protect, administer, collect or enforce a Receivable. The Customer must provide reasonable assistance in confirming the validity, amount and due date of a Receivable and the existence of any dispute.

23.4 Packcycle or the Finance Provider may notify the Customer that a Receivable has been assigned and provide payment instructions. After receiving that notice, the Customer must pay the account specified in it. Payment elsewhere does not discharge the Receivable unless the Finance Provider confirms otherwise in writing.

23.5 An assignment does not increase the amount payable by the Customer, and does not remove any genuine contractual right or defence concerning the Goods. A Finance Provider may enforce any Receivable and related right validly assigned to it.

23.6 The Customer may not assign, transfer or charge its rights or obligations under a Contract without Packcycle's prior written consent. Packcycle will not unreasonably withhold consent to a genuine internal business reorganisation that does not adversely affect payment or performance.

24. General

24.1 The Contract is the entire agreement about its subject matter. Neither party relies on a statement not set out in it, but nothing in this clause excludes liability for fraud or fraudulent misrepresentation, and nothing in it affects the Specification or any express term of the Contract. A variation is effective only if in writing and signed by authorised representatives; an operational change confirmed in an Order Acknowledgement is effective for that Order.

24.2 Delay or failure to exercise a right is not a waiver. If a provision is invalid or unenforceable, it will be modified to the minimum extent necessary or deleted, without affecting the rest. The parties are independent contractors.

24.3 Except for a Finance Provider enforcing rights assigned to it under clause 23, no person who is not a party to the Contract has a right to enforce it under the Contracts (Rights of Third Parties) Act 1999.

24.4 The Customer must notify Packcycle in writing as soon as reasonably practicable if it becomes unable to pay its debts, enters or proposes to enter an insolvency or restructuring procedure, or undergoes a change of control.

25. Governing law and courts

25.1 Each Contract and any non-contractual dispute arising from it are governed by English law.

25.2 The courts of England and Wales have exclusive jurisdiction, except that Packcycle, or a Finance Provider to whom a Receivable has been assigned, may seek payment, interim relief or enforcement in any court with jurisdiction over the Customer or its assets.